

MASTER PILOT CAR ESCORT AGREEMENT

This Master Pilot Car Escort Agreement, including all attachments hereto (hereafter referred to as the "Agreement") made this _____ day of _____, 20____ (hereinafter the "effective date") by and between _____, and any subsidiary and affiliated companies, (hereafter referred to as "Company") and _____ (Name, Address & Phone) (hereinafter referred to as "Supplier," also see below).

THESE TERMS AND CONDITIONS SHALL PREVAIL OVER ALL INCONSISTENT PROVISIONS IN ANY OTHER CONTRACT DOCUMENTS, INCLUDING ANY PURCHASE ORDER/WORK ORDER ISSUED AT ANY TIME. Supplier shall be conclusively deemed to have accepted these Terms and Conditions (hereinafter "Agreement"), and to have entered into this Agreement with Company. This Agreement shall be interpreted in accordance with the laws of the State where the Work is being performed and the laws of the United States of America, including, but not limited to, federal transportation law while the Cargo or Equipment is in transit.

The Company is engaged in the specialized transportation business. The Supplier is in the pilot car escort business. The Company desires to retain Supplier to perform such Work, based on the terms and conditions set forth below, as well as other good and valuable consideration.

The Supplier may hire a Sub-Supplier; however, Sub-Supplier must agree to this Agreement and a signed copy of this Agreement with insurance certificates must be presented to Company before Sub-Supplier is authorized to perform any Work. Supplier; however, will always be responsible for providing insurance and performing all Work required in this Agreement. To be clear the Supplier is ultimately responsible for ensuring performance under this Agreement.

The parties hereby agree as follows:

GENERAL TERMS AND CONDITIONS

- 1. MASTER AGREEMENT.** This Agreement shall apply to any and all Work that is requested by Company and is performed by the Supplier/Sub-Supplier, without the need for further contracts or agreements to be executed. All exhibits (A-E) are a part of this Agreement and are incorporated into this Agreement. If supplier has other Pilot Car Escort Individuals, Entities or Companies (Sub-Suppliers) that it deals with, each of those Sub-Suppliers must agree to this Agreement and Supplier is still responsible for this Agreement even if a Sub-Supplier performs the Work.
- 2. TERM OF AGREEMENT.** The initial term of this Agreement shall be for twelve (12) months from its effective date and this Agreement shall automatically renew for successive twelve (12) month terms. Notwithstanding the foregoing, either party may terminate this Agreement for default or for convenience as permitted in this Agreement.
- 3. REQUEST FOR WORK.** When the Company, in its discretion so chooses, it will issue a Request for Work to the Supplier. Such a request for Work may be in writing or oral and will contain a description of the Work required. It is the obligation of the Supplier to request or otherwise obtain any additional information required to provide the Work requested. The Company is under no obligation to issue a Request for Work to the Supplier and there is no guarantee of Work under this Agreement.
- 4. AVAILABILITY OF WORK.** While this Agreement does not obligate Supplier to accept or perform every request for Work made by the Company, Supplier agrees that it will use its best efforts to provide such Work each and every time they are requested. Supplier agrees to notify Company within six (6) business hours of receiving any request for Work, whether it will accept or reject any such request.
- 5. SUB-SUPPLIER.** The meaning of Supplier includes any other independent Suppliers, Sub-Suppliers, Sub-Sub-Suppliers or entities contracted by the above-named Supplier which perform or assist in performing any of the Work arising out of or related to this Agreement. (also hereinafter known as "Sub-Supplier"). Company, Supplier, and Sub-supplier each are a Party and together are Parties.
- 6. SUPPLIER/SUB-SUPPLIER ASSUMED OBLIGATIONS.** The Supplier and Sub-Supplier shall assume toward the Company, all obligations and responsibilities that the Supplier, under this Agreement, assumes toward the Company. This includes the Sub-Supplier assuming toward the Company all obligations and responsibilities which the Supplier, under this Agreement, assumes toward the Company. Finally, the Company shall have the benefit of all rights, remedies and redress against the Sub-Supplier, that the Company has against the Supplier. In order to effectuate this provision, the Supplier is responsible for having any Sub-Supplier review and execute this agreement or an effective joinder hereto. This includes the responsibility to ensure that any Sub-Supplier has the insurance required under this Agreement in place, before any Work is undertaken.
- 7. CONFIDENTIALITY.** Supplier agrees that it will keep confidential all trade secret, financial information, protected personal information, or other confidential or proprietary information that comes into the possession of Supplier or its Sub-Suppliers, as a result of this Agreement.

8. TIME IS OF THE ESSENCE; LIQUIDATED DAMAGES. Company and Supplier/Sub-Supplier recognize that time is of the essence under this Agreement. Supplier/Sub-Supplier shall be liable for any liquidated damages imposed by upon Company, if caused by Supplier/Sub-Supplier. However, in order to recover liquidated damages from the Supplier/Sub-Supplier, Company is under no obligation to prove that the actual damages sustained, were due to the Supplier/Sub-Supplier's delay in performance.

9. NATURE OF RELATIONSHIP. The relationship between Company and Supplier and Sub-Supplier is that of three separate and independent businesses and is in no way to be construed as an employer/employee, joint employer or partnership relationship. Supplier and Sub-Supplier understand that each are independent contractors, under contract with the Company and Supplier and Sub-Supplier shall pay all self-employment taxes, estimated taxes, social security taxes and other taxes, whether local, state or federal, that may be required. Further, employees of Supplier or Sub-Supplier shall not be eligible for any employment benefits or other benefits offered by Company to its employees. Supplier is responsible for all operating expenses of Supplier and Sub-Supplier, including their Equipment. It is agreed that Supplier, Sub-Supplier, and their agents, servants and employees are under the exclusive jurisdiction, supervision and control of the Supplier while performing Work under this Agreement. Supplier agrees to provide, at Supplier's sole cost and expense, any personnel that may be required to provide the Work or to supervise or direct the Work and that such personnel shall be well trained, competent and experienced.

10. INDEMNIFICATION/HOLD-HARMLESS AGREEMENT. To the fullest extent permitted by the state law applicable, Supplier/Sub-Supplier agrees to indemnify and hold harmless Company, its agents, employees, officers and directors and any and all motor carriers for whom Company are providing transportation services ("the Indemnitees"), from any and all claims, judgments, costs, expenses and losses (including attorneys' fees) by reason of any claim of damage including damage to the cargo being transported or injury to person (including death) or property, including but not limited to damage or injury sustained by Company, its employees, operators, Supplier/Sub-Suppliers or customers, caused in whole or in part by the negligence, breach of contract, breach of warranty, failure to follow the best practices or any other fault or default on the part of Supplier/Sub-Supplier or its employees or agents arising out of this Agreement. However, the Supplier shall not be required to indemnify or hold harmless the Company Parties against liability for damages arising out of bodily injury to persons or damage to property caused by the sole negligence of the Company. It is the intention of the Parties that this indemnification agreement will be interpreted in the broadest way allowed by the law deemed applicable to this provision. This provision is separate and distinct from any other provision in this Agreement and if this provision is declared invalid, then all other provisions of this Agreement shall stand.

11. LIMITATION OF LIABILITY. NOTWITHSTANDING ANY PROVISION IN THIS AGREEMENT, IN NO EVENT WILL COMPANY BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, INDIRECT, SPECIAL, LIQUIDATED, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE OR USE OF THE EQUIPMENT OR SERVICES PERFORMED HEREUNDER, WHETHER ALLEGED AS BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL ALSO APPLY TO ANY LOSS OF ANY KIND ARISING FROM AN EXERCISE OF CIVIL AUTHORITY, RESTRICTIVE GOVERNMENTAL LAWS, INCLUDING BUT NOT LIMITED TO THE DEFENSE PRODUCTION ACT, DISASTER DECLARATIONS, REGULATIONS, SLOWDOWNS, STAY IN PLACE/SHELTER AT HOME ORDERS, GOVERNMENTAL OR CIVIL SHUTDOWNS, OR SIMILAR GOVERNMENTAL REQUIREMENTS, PANDEMICS OR OTHER WIDESPREAD ILLNESS, WIND OR OTHER INCLEMENT WEATHER, PROTEST, INSURRECTION, WAR, RIOT, OR CIVIL UNREST. COMPANY'S LIABILITY ON ANY CLAIM OR ANY KIND OF LOSS OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE PERFORMANCE OR BREACH THEREOF BY COMPANY SHALL IN NO CASE EXCEED THE PAYMENTS PAID BY COMPANY TO SUPPLIER/SUB-SUPPLIER FOR THE EQUIPMENT OR SERVICES PROVIDED UNDER THIS AGREEMENT DURING MOST RECENT THREE (3) MONTHS, OR \$10,000.00, WHICHEVER IS GREATER, (HEREAFTER REFERRED TO AS "DAMAGES CAP"). COMPANY SHALL NOT BE LIABLE TO SUPPLIER/SUB-SUPPLIER, UNDER ANY CIRCUMSTANCES, WHETHER PURSUANT TO CONTRACTUAL AGREEMENT, WARRANTY (EXPRESS OR IMPLIED), TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, OR PRODUCTS AND/OR STRICT LIABILITY) OR OTHERWISE, AND WHETHER CAUSED OR ALLEGED TO BE CAUSED DIRECTLY OR INDIRECTLY BY THE SERVICES, OR BY ANY INADEQUACY THEREOF, OR BY ANY DEFECT THEREIN, OR BY ANY ACT OF OMISSION IN CONNECTION THEREWITH, IN EXCESS OF THE DAMAGES CAP.

12. ASSUMPTION AND RELEASE. The Supplier/Sub-Supplier hereby assumes all of the risks associated with the performance of any and all Work occurring under or arising out of this Agreement. This includes by way of example and not limitation, any risks, claims, suits, or causes of action that may arise from negligence or carelessness on the part of the Supplier/Sub-Supplier or the Supplier's agents, servants or employees, independent contractors, Sub-Supplier or anyone else. Further, the Supplier/Sub-Supplier waives, releases and discharges the Company and its agents servants or employees, from any and all liability, including but not limited to, liability arising from the negligence or fault, for any death, disability, personal injury, property damage, or actions of any kind which may hereafter occur or arise out of the performance of any and all Work under or arising out of this Agreement.

13. FEES AND INVOICING. Supplier/Sub-Supplier shall be entitled to the fees and reimbursements, if any, as set forth in Exhibit A to this Agreement and which is incorporated herein by reference.

14. INSURANCE. Before commencing any Work hereunder, and as a condition of any payment whatsoever, the Supplier/Sub-Supplier shall procure and maintain, at least the types of insurance and the limits of liability and other requirements, as set forth in Exhibit B, to the Agreement, which is incorporated herein by reference.

15. SAFETY STANDARDS. Supplier/Sub-Supplier will perform all Work in compliance with the safety standards set forth in Exhibit C, which is incorporated herein by reference.

16. TERMINATION. This Agreement may be terminated for any reason by either Party at any time, upon giving fourteen (14) business days' prior written notice to the other Party. In addition to all other rights and remedies available to Company under this Agreement and applicable law, Company may immediately terminate this Agreement, if Supplier; (i) dissolves, liquidates a substantial part or all of its business or becomes subject to a bankruptcy, receivership, or other similar proceeding filed by or against it; (ii) fails to obtain or maintain any required permit or license or pay any required taxes or fees; (iii) fails to obtain or maintain the insurance required under this Agreement; (iv) fails, in any way, to perform its Work safely; or (v) fails to adequately perform its obligations under this Agreement.

17. DISPUTE RESOLUTION. All actions, disputes, claims and controversies under common law, statutory law or in equity of any type or nature whatsoever, will be subject to and resolved by a binding arbitration in accordance with the terms of the Dispute Resolution Agreement between the Parties, which is attached hereto and incorporated by reference as Exhibit D. In the event of any dispute between this provision and the Dispute Resolution Agreement, the terms of the Dispute Resolution Agreement shall prevail.

18. PILOT CARE ESCORT PROFILE. The Supplier/Sub-Supplier shall fully complete the Pilot Car Escort profile forms that are attached as Exhibit E, to the agreement and incorporated herein by reference. A profile must be completed for each and every person performing Work under this Agreement.

19. COMPLIANCE WITH LAW. Supplier/Sub-Supplier shall, (i) comply with all federal, state, provincial and local laws and regulations relating to this Agreement; (ii) maintain any and all licenses, permits, and other authorizations required by federal, state, provincial and local laws and pay all costs associated therewith; and (iii) warrant that the continuation, validity, and effectiveness of all licenses, permits, and other authorizations shall not be impaired or adversely affected by the terms of this Agreement; or (iv) immediately obtain new or additional licenses, permits, and other authorizations necessary to permit it to perform its obligations under this Agreement. Supplier/Sub-Supplier shall reimburse Company or directly make payment to the applicable governmental or regulatory authority for any fines and/or penalties imposed upon Company by any governmental or regulatory authority due to Supplier/Sub-Supplier's failure to obtain any required licenses, permits, and other authorizations required by federal, state, provincial and local laws, and/or Supplier/Sub-Supplier's failure to make any necessary filing, failure to file a report, obtain a required permit, provide any required notice, or any similar transgression.

20. NON-ASSIGNMENT; NO SUBCONTRACT. The Supplier shall not assign this Agreement nor subcontract the whole or any part of the Work provided under this Agreement, without the prior written consent of the Company, except that Supplier may enter into contracts with only those Sub-Suppliers identified in writing by the Supplier and furnished to and approved by the Company.

21. GOVERNING LAW. All surface transportation provided under this bill shall be subject to federal statute and common law otherwise applicable to regulate interstate shipments. U.S. statutes and regulations shall apply unless otherwise waived by signed written agreement. If all or any part of said property is carried by water over any part of said route, such water carriage shall be performed subject to the terms and provisions and limitations of liability specified by the "Carriage of Goods by Sea Act" and any other pertinent laws applicable to water carriers.

22. FORCE MAJEURE. Except as otherwise expressly set forth herein, in the event a Party shall be delayed or hindered in, or prevented from, the performance of any act required of it hereunder by reason of strike, inability to procure materials, failure of power, telecommunications or connectivity failure, exercise of civil authority, restrictive governmental laws, including, but not limited to, the Defense Production Act, disaster declarations, regulations, slowdowns, stay in place orders/shelter at home orders, governmental shutdowns or similar governmental requirements, riot, insurrection, war, civil unrest, protests, wind or other inclement weather, act of God, pandemic, epidemic or other widespread illness, viral slowdowns/issues, or other event outside the reasonable control of that Party (each such cause or event being hereinafter referred to as a "Force Majeure"), then performance of such acts will be excused for the period of the delay and the period for performance of any such act shall be extended for a period equivalent to the period of such delay. Any time a Party is experiencing a Force Majeure that is expected to result in a significant failure or delay, that Party will endeavor to give notice to the other party describing the Force Majeure and the nature of the failure or delay and giving an estimate as to how long the delay will last. A Party claiming an excusable delay or failure under this paragraph shall use reasonable efforts to alleviate or overcome the Force Majeure as soon as practicable.

- 23. NO THIRD-PARTY BENEFICIARY.** This Agreement is made solely for the benefit of the Company and Supplier, their successors and permitted assigns, and no other person shall have any right, benefit or interest under or because of this Agreement, except as otherwise specifically provided herein.
- 24. NON-WAIVER.** If Company waives or fails to uphold any provision of this Agreement, it shall not be construed as waiving any other provision. Further, a non-exercise by Company of its remedies for any particular default by Supplier/Sub-Supplier shall not be deemed a waiver of Company's rights and remedies, nor shall it affect or impair Company's rights in respect to any default, or subsequent default of the same or of a different nature.
- 25. NOTICE.** All notices provided hereunder shall be in writing and mailed to the other Party at the address stated in this Agreement, with a copy via e-mail to the intended recipient.
- 26. VALIDITY.** If any term or provision of this Agreement shall, to any extent, be determined to be invalid, unenforceable, void, or voidable, then such portion shall be deemed severed from the other portions of this Agreement that are not invalid, unenforceable, void, or voidable and such other portions shall be enforced in accordance with their terms.
- 27. HEADINGS.** The headings in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Agreement or in any way affect this Agreement or its interpretation.
- 28. REVIEW AND INTERPRETATION.** The Parties acknowledge that each of them and/or their chosen legal counsel have had an opportunity to fully review and revise this Agreement, and that said Agreement will not be construed against any Party merely because such Party prepared the same.
- 29. EXECUTION.** This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one, and the same document. Further, the Parties hereto warrant and guaranty that the persons signing below are duly authorized by the entity whom he or she represents to execute this Agreement, and that said entity intends to be legally bound by this Agreement.
- 30. INTEGRATION.** Supplier/Sub-Supplier agrees that this Agreement makes up the complete and exclusive agreement between the Parties. This Agreement supersedes any prior agreement, oral or written, and this Agreement may not be amended, except by a written agreement signed by both Supplier/Sub-Supplier and Company's officers.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be in full force and effect as of its effective date.

COMPANY:		SUPPLIER:	
BY:		BY:	
NAME:		NAME:	
TITLE:		TITLE:	
DATE:			